

1 Anna Y. Park, SBN 164242
2 Nakkisa Akhavan, SBN 286260
3 Ella Hushagen, SBN 297990
4 U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
5 255 East Temple Street, Fourth Floor
Los Angeles, CA 90012
6 Telephone: (213) 785-3032
Facsimile: (213) 894-1301
7

8 Attorneys for Plaintiff
U.S. EQUAL EMPLOYMENT
9 OPPORTUNITY COMMISSION

10
11 **UNITED STATES DISTRICT COURT**
 CENTRAL DISTRICT OF CALIFORNIA

12 U.S. EQUAL EMPLOYMENT
13 OPPORTUNITY COMMISSION,

14 Plaintiff,

15 and

16 SANDRA WHITFIELD,

17 Plaintiff-Intervenor,

18 vs.

19 RADIANT SERVICES CORP.,
20 BARONHR, LLC, and DOES 1-10,
21 inclusive,

22 Defendants.

23 Case No.: CV 22-6517-GW-RAOx

24 **CONSENT DECREE RE BARONHR,**
LLC

I. INTRODUCTION

Plaintiff U.S. Equal Employment Opportunity Commission (hereinafter “EEOC” or “Commission”) and Defendant BaronHR, LLC hereby stipulate to entry of this Consent Decree to resolve the Commission’s Complaint against BaronHR, LLC in *U.S. Equal Employment Opportunity Commission v. Radiant Services Corp.*, filed on September 13, 2022 in the United States District Court for the Central District of California (the “Action”). Defendant BaronHR, LLC encompasses all of the affiliated businesses which include the following entities: BaronHR, Inc.; BaronHR East, Inc.; BaronHR Group, LLC; BaronHR Healthcare LLC; Fortress Worldwide Holdings; BaronHR Hospitality LLC; BaronHR Security, Inc.; BaronHR Security, LLC; BaronHR Technical, LLC; BaronHR West, Inc.; BaronTransport, LLC; Hunter Staffing, Inc.; Legendary Staffing, Inc.; and Titan Personnel, Inc. (collectively, “BaronHR” or “Defendant”). The scope of the Decree, described herein, applies to all the BaronHR affiliate businesses under the BaronHR umbrella.

The Complaint alleges Defendant BaronHR discriminated against a class of non-Hispanic individuals (hereinafter referred to as the “Claimants”) by failing to recruit and refer them based on their national origin (non-Hispanic) and/or race (Asian, Black, White) in violation of Section 703 of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-2, as amended (“Title VII”). The Complaint alleges Defendant BaronHR failed to recruit and refer a class of male and female workers based on sex in violation of Title VII. The Complaint further alleges that Defendant BaronHR used an unlawful qualification standard by recruiting and referring physically fit candidates with no history of injury, which excludes individuals with disabilities, perceived disabilities, and record of disability in violation of 42 U.S.C. §§ 12112(d)(2)(A) and 12112(b)(6) of the Americans with Disabilities Act (“ADA”).

II. PURPOSES AND SCOPE OF THE CONSENT DECREE

1 1. The Parties to this Consent Decree (“Decree”) are Plaintiff EEOC and
2 Defendant BaronHR (collectively, the “Parties”). This Decree shall be binding on
3 and enforceable against BaronHR and its officers, directors, employees, agents,
4 successors, and assigns for purposes of the injunctive relief remedies. The scope
5 of this Decree is company-wide.

6 2. The parties have entered into this Decree for the following purposes:
7 a. To provide appropriate monetary and injunctive relief;
8 b. To ensure that Defendant’s employment practices comply with federal
9 law;
10 c. To ensure a workplace free from discrimination, especially as it
11 relates to national origin, race, sex, and disability;
12 d. To provide training to Defendant’s employees as to their rights under
13 Title VII and the ADA and Defendant’s managers, supervisors, and hiring officials
14 regarding their obligations and responsibilities while engaged in employment
15 practices such as recruiting and hiring employees under Title VII and the ADA;
16 e. To review and revise Defendant’s policies, practices, and procedures
17 for recruiting and referring employees;
18 f. To provide an appropriate and effective mechanism for receiving and
19 handling discrimination complaints in the workplace; and
20 g. To avoid the expensive and protracted costs incident to this litigation.

21 III. **RELEASE OF CLAIMS**

22 3. This Decree fully and completely resolves all issues, claims and allegations
23 raised by the EEOC against Defendant in this Action.

24 4. Nothing in this Decree shall be construed to preclude the EEOC from
25 bringing suit to enforce this Decree in the event that Defendant fails to perform the
26 promises and representations contained herein.

27 5. Nothing in this Decree shall be construed to limit or reduce Defendant’s
28 obligation to comply fully with Title VII and the ADA, or any other federal anti-

1 discrimination statute.

2 6. This Decree in no way affects the EEOC's right to bring, process,
3 investigate, or litigate charges other than those covered by this Action that may be
4 in existence or may later arise against Defendant in accordance with standard
5 EEOC procedures as this Decree only resolves the issues, claims, and allegations
6 raised by the EEOC against Defendant in this Action.

7 **IV. JURISDICTION AND SCOPE**

8 7. The Court has jurisdiction over the Parties and the subject matter of this
9 Action. The Action asserts claims that, if proven, would authorize the Court to
10 grant the equitable relief set forth in this Decree.

11 8. The terms and provisions of this Decree are fair, reasonable, and adequate
12 and entered into by the parties in good faith.

13 9. This Decree conforms with the Federal Rules of Civil Procedure, Title VII,
14 and the ADA. It is not in derogation of the rights or privileges of any person.

15 10. The Court shall retain jurisdiction of this action during the duration of the
16 Decree for the purposes of entering any order, judgment, or decree that may be
17 necessary to implement the relief provided herein.

18 11. Defendant represents that as of January 26, 2024, it they no longer has
19 employees and is no longer in operation as a staffing agency, placing employees.
20 Defendant represents that each of its associated businesses operating under
21 BaronHR including BaronHR, Inc.; BaronHR East, Inc.; Fortress Worldwide, Inc.;
22 BaronHR Group, LLC; BaronHR Healthcare LLC; BaronHR Hospitality LLC;
23 BaronHR Security, Inc.; BaronHR Security, LLC; BaronHR Technical, LLC;
24 BaronHR West, Inc.; BaronTransport, LLC; Hunter Staffing, Inc.; Legendary
25 Staffing, Inc.; and Titan Personnel, Inc are no longer in operation. "Operation" is
26 defined as soliciting and entering into contracts with companies for the
27 procurement of temporary labor, accepting applications from individuals seeking
28 temporary work assignments, and assigning individuals to clients for temporary

1 work.

2 12. The EEOC relies on the foregoing representations to its detriment. Should
3 Defendant or its agents, including but not limited to, Eric Welch or Luis Perez
4 (Founder, former President/CEO, Chairman), resume operations (as defined above)
5 under any of the BaronHR or affiliated businesses or a successor entity, Defendant
6 shall inform the EEOC within three (3) business days.

7 13. In the event of: the EEOC's discovery through any means that any of
8 Defendant's representations in this Section are false (or do not continue to be true
9 throughout the pendency of the Decree), the release of the EEOC's claim against
10 Defendant in the Action is rescinded, and the EEOC will pursue all applicable
11 remedies against Defendant, including but not limited to monetary and injunctive
12 relief, that the court deems appropriate.

13 **V. EFFECTIVE DATE AND DURATION OF DECREE**

14 14. The provisions of this Decree are effective immediately upon the date which
15 this Decree is entered by the Court ("the Effective Date"). This Decree shall
16 remain in effect for seven (7) years after the Effective Date.

17 **VI. COMPLIANCE AND DISPUTE RESOLUTION**

18 15. The Parties agree that if the EEOC has reason to believe that Defendant has
19 failed to comply with any provision of this Decree, the EEOC may bring an action
20 before this Court to enforce the Decree. Prior to initiating such action, the EEOC
21 will notify Defendant c/o Abe G. Salen of Wesierski & Zurek LLP, in writing, of
22 the nature of the dispute. This notice shall specify the particular provision(s) that
23 the EEOC believes Defendant has breached. Defendant shall have thirty (30) days
24 from the written notice to attempt to resolve or cure the breach. The Parties may
25 agree to extend this period upon mutual consent.

26 16. After forty-five (45) days, inclusive of the thirty (30) days to resolve or cure
27 the breach have passed from the written notice with no resolution or agreement to
28 extend the time, the EEOC may petition this Court for resolution of the dispute,

1 seeking all available relief, including an extension of the term of the Decree for
2 such period of time that the Court finds the Decree was not complied with and/or
3 any other relief that the Court may deem appropriate.

4 17. In the event of insufficient or non-payment of any portion of the Settlement
5 Fund by Defendant, the EEOC may petition the Court for immediate relief and
6 enforcement of the Decree without going through the dispute resolution process.
7 The EEOC can seek all appropriate relief to collect on the Settlement Fund.

8 **VII. MODIFICATION AND SEVERABILITY**

9 18. This Decree constitutes the complete understanding of the Parties with
10 respect to the matters contained herein. No waiver, modification, or amendment of
11 any provision of this Decree will be effective unless made in writing and signed by
12 an authorized representative of each of the Parties.

13 19. If one or more provisions of the Decree are rendered unlawful or
14 unenforceable, the Parties shall make good faith efforts to agree upon appropriate
15 amendments to this Decree in order to effectuate the purposes of the Decree. If the
16 parties are unable to reach an agreement, the Court shall order appropriate
17 alternative provisions in order to effectuate the purposes of the Decree. Should
18 one or more provisions of this Decree be deemed unlawful, all other lawful and
19 enforceable provisions will remain in full force and effect.

20 **VIII. MONETARY RELIEF**

21 20. In settlement of this Action, Defendant shall pay a total of \$2.2 million
22 (“Settlement Amount”). The Settlement Amount is being paid on behalf of
23 Defendant by its insurer.

24 21. The EEOC shall have the sole discretion to determine eligibility and
25 designation of the Claimants, characterization, and allocation of the Settlement
26 Amount (“Eligible Claimant”). Distribution of any monies shall be at the sole
27 discretion of the EEOC; Defendant shall not have input.

28 22. After the Effective Date and within forty-five (45) days of the Claims

1 Administrator establishing the account as provided for in Paragraph 28, Defendant
2 will pay or cause to be paid the Settlement Amount of \$2.2 million into an interest-
3 bearing Qualified Settlement Fund created under Section 468(b) of the Internal
4 Revenue Code (“Settlement Fund”) to be distributed to the Eligible Claimants by a
5 Claims Administrator. Defendant will provide the EEOC with written verification
6 of funding within three (3) days of making the required deposit.

7 23. Any interest earned from the Settlement Fund may be used to pay the Claims
8 Administrator.

9 24. Defendant will not condition the receipt of monetary relief on any
10 Claimant’s agreement to (a) maintain as confidential the facts and/or allegations
11 underlying their claim and the Complaint and the terms of this Decree; (b) waive
12 their statutory right to file a charge with any governmental agency; (c) refrain from
13 reapplying for a job with Defendant; or (d) a non-disparagement and/or
14 confidentiality agreement.

15 25. Under no circumstances will any portion of the Claims Fund described
16 herein revert to Defendant or its insurer. If any of the funds remain unclaimed, the
17 EEOC will have the discretion to supplement payments made to Eligible
18 Claimants.

19 **IX. CLAIMS ADMINISTRATION**

20 26. Within thirty (30) days of the Effective Date, the EEOC will appoint a
21 Claims Administrator, to oversee the claims process and effect payments to
22 Eligible Claimants as directed by the EEOC. If the Claims Administrator initially
23 hired thereafter declines to serve or to carry out its duties under this Decree, the
24 EEOC will appoint a new Claims Administrator.

25 27. Defendant will pay its allocated share, as determined in the sole discretion
26 of the EEOC, of costs associated with the selection and retention of the Claims
27 Administrator in the amount not to exceed \$140,000.

1 28. The Claims Administrator will work with the EEOC to carry out the terms
2 of this Consent Decree. The Claims Administrator will be responsible for:
3 (a) establishing, within fifteen (15) calendar days of being appointed, an interest-
4 bearing account to hold in trust the Settlement Fund and notifying the EEOC and
5 Defendant when the account is established and ready for deposit of the
6 Settlement Fund; (b) receiving and holding the Settlement Fund in trust, until
7 distribution; (c) establishing an informational website accessible to the Parties
8 and Potential Claimants; (d) establishing an email address, mobile phone number,
9 and/or other digital means of contact accessible to Potential Claimants to submit
10 questions and Claim Forms; (e) establishing a toll-free telephone number
11 accessible to Potential Claimants; (f) responding to information requests from
12 Potential Claimants; (g) sending notices and Claim Forms to Potential Claimants;
13 (h) obtaining updated addresses for Potential Claimants and re-mailing returned
14 notices; (i) receiving and processing Claim Forms as provided in the Consent
15 Decree; (j) communicating, receiving, and processing documents from and with
16 Potential and Eligible Claimants; (k) sending notices of ineligibility to those
17 Claimants determined by the EEOC not to be Eligible Claimants; (l) issuing
18 payments to Eligible Claimants in accordance with the final Distribution List
19 provided by the EEOC; (m) calculating withholding and payroll taxes and issuing
20 tax reporting forms to each Eligible Claimant who receives a settlement payment;
21 (n) depositing the employer-share of payroll taxes with the appropriate taxing
22 authorities; (o) filing tax returns and issuing IRS Form 1099's with respect to the
23 Settlement Fund; (p) communicating as necessary with the EEOC; (q) tracking
24 all necessary data regarding contact with Potential and Eligible Claimants;
25 (r) reissuing checks where required in consultation with the EEOC; (s)
26 distribution of the Settlement Fund; and (t) final distribution of the Settlement
27 Fund, if any.

28

1 29. Within thirty (30) calendar days after being retained, the Claims
2 Administrator in consultation with the EEOC will establish: (a) a website that
3 will be accessible to the EEOC and Potential Claimants; (b) an email address for
4 purposes of communicating with Potential Claimants by email; and (c) a toll-free
5 telephone number that will be accessible to Potential Claimants.

6 30. Information posted on the website and available on a recorded message on
7 the toll-free telephone number will be limited to the general information about
8 the claim process (*e.g.*, claim-filing deadline; projected distribution date when
9 known). The website will provide information regarding the Settlement Fund
10 and how to complete the Claim Form. The website shall include an embedded
11 Claim Form and the Claim Form shall also be available for download by
12 Potential Claimants. The website shall also explain how Potential Claimants can
13 seek assistance in completing the Claim Form.

14 **Notice of Settlement and Claim Form**

15 31. After the Claims Administrator is retained, the EEOC will work with the
16 Claims Administrator to develop a claims process including a notice and claim
17 form. The EEOC will make the final determination regarding the form and
18 contents of these documents.

19 **Mailing Notice of Settlement, Claim Form, and Utilization of Media**

20 32. The EEOC will provide the Claims Administrator the List of Potential
21 Claimants provided through TempWorks. The list covers the period of 2015 to
22 2024 of individuals who may have been impacted by defendant's practices
23 ("Potential Claimant").

24 33. The Claims Administrator will provide Notice to Potential Claimants via
25 text and/or email with a link to the Notice of Settlement and the Claim Form. If
26 text and/or email is not successful, then the Claims Administrator will mail via
27 USPS Mail each Potential Claimant the notice of the claims process throughout the
28 term of the Decree. The Claims Administrator will provide to the EEOC

1 information of the claims process via text, email, and mail on a weekly basis.

2 34. For each Notice that is returned as undeliverable, via text, email, or mail, the
3 Claims Administrator will, work with the EEOC on whether researching follow up
4 contact information is necessary. If the EEOC deems it necessary, then within
5 twenty (20) calendar days of receiving notification from the EEOC the claims
6 administrator will: (1) research the Potential Claimant's most-recent address,
7 using best efforts and a database search to locate the Potential Claimant; and
8 (2) (a) resend the claims process information to the new or different address via
9 USPS Priority Mail if a new or different address is obtained or via text and/or
10 email, and (b) advise the EEOC of the efforts taken to locate the Potential Claimant
11 if no new or different address is obtained.

12 **Claim Form Evaluation**

13 35. The Claims Administrator will provide to the EEOC electronically all
14 documents, including all the Claim Forms and accompanying information
15 submitted by each Claimant for the EEOC's use in assessing who is an Eligible
16 Claimant. The EEOC has sole discretion in determining the scoring criteria,
17 eligibility, and monetary relief amounts for each Claimant.
18 The EEOC shall provide the Claims Administrator one or more lists of Eligible
19 Claimants including their names, current addresses, the amount to be paid to each,
20 the classification of such amounts to be paid, and any additional relevant
21 identifying information ("Distribution List"). The EEOC, based upon the claims
22 process, will submit subsequent Distribution Lists.

23 **Notice and Payment to Eligible Claimants**

24 36. Upon receiving the Distribution List(s) from the EEOC, the Claims
25 Administrator will pay each Eligible Claimant on the EEOC's approved
26 Distribution List(s). The Claims Administrator will issue 1099 for all payments
27 made.

28 **Claims Administrator Reports**

1 37. On a quarterly basis, the Claims Administrator will provide regular reports
2 to the EEOC regarding its efforts to contact Claimants, its receipt of releases, the
3 mailing of checks, and the depositing of checks by Claimants. The Claims
4 Administrator will provide the EEOC with copies of checks and IRS 1099 forms.

5 **X. GENERAL INJUNCTIVE RELIEF**

6 38. Defendant, its directors, officers, agents, managers (including all supervisory
7 employees), other employees, successors, assigns, and all those in active concert or
8 participation with them, or any of them, shall be enjoined from discriminating
9 against any individual on the basis of national origin, race, sex, or disability
10 including, without limitation, failing to recruit and hire non-Hispanic individuals,
11 failing to recruit and hire men and women, and failing to recruit and hire disabled
12 individuals.

13 39. Defendant, its directors, officers, agents, managers (including all supervisory
14 employees), other employees, successors, assigns, and all those in active concert or
15 participation with them, or any of them, are hereby enjoined from implementing or
16 permitting any action, policy, or practice that subjects any current or former
17 employee or applicant of Defendant to retaliation, because he or she has in the
18 past, or during the duration of this Decree: a) opposed any practice made unlawful
19 under Title VII or the ADA; b) filed a charge of discrimination with the EEOC
20 alleging such practice; c) testified or participated in any manner in an internal or
21 external investigation or proceeding relating to any claim of a violation of Title VII
22 or the ADA; d) been identified as an Eligible Claimant with respect to the Action;
23 e) asserted any right under this Decree; or f) sought or received any relief in
24 accordance with this Decree.

25 40. Defendant, its directors, officers, agents, managers (including all supervisory
26 employees), other employees, successors, assigns, and all those in active concert or
27 participation with them, or any of them, shall maintain, and are enjoined from
28 destroying, all hiring and placement related materials with respect to all positions,

1 including but not limited to, job postings, applications, resumes, inquiries
2 concerning opportunities for work, correspondence with potential applicants or
3 Staffing Agencies concerning opportunities for work, applicant evaluations, notes
4 concerning interviews, and information regarding individuals placed or referred for
5 work for the duration of this Decree. This includes, but is not limited to,
6 applications for hire by both successful and non-successful applicants. All such
7 materials must be retained in their original form or in an accessible electronic
8 format for the term of the decree.

9 **XI. SPECIFIC INJUNCTIVE RELIEF**

10 **A. Defendant's Operations and Specific Injunctive Relief**

11 41. Defendant represents that it is not conducting business and does not intend
12 to start conducting business for the duration of the Decree. Should Defendant
13 resume operations during the term of the Decree, of any of the entities identified
14 herein or as a successor entity, Defendant shall notify the EEOC within three (3)
15 days. Upon resuming operations, Defendant shall comply with the provisions of
16 the Decree for the duration of the Decree. The Effective Date triggering all of
17 Defendant's duties and obligations under the Decree shall be the date upon which
18 Defendant notifies the EEOC that it has begun renewed operations.

19 **B. EEO Monitor**

20 42. After the Effective Date and within thirty (30) days of Defendant resuming
21 operations, Defendant will retain an outside third-party Equal Employment
22 Opportunity Monitor (the "Monitor") with demonstrated experience in recruitment
23 and hiring practices and discrimination under Title VII and the ADA to assist
24 Defendant with the compliance of this Decree. The Monitor shall be subject to the
25 EEOC's approval, which shall not be unreasonably withheld. The Monitor shall
26 have access to documents and employees. Defendant agrees to bear all costs
27 associated with the selection and retention of the Monitor, and the costs associated
28 with the performance of the Monitor's duties. For the duration of the Decree, the

1 Monitor's responsibilities shall include:

2 a. Assisting in drafting and implementing policies and procedures
3 prohibiting discrimination against applicants and employees based on race,
4 national origin, sex, and disability, including qualification standards and how to
5 identify and handle discriminatory client requests;

6 b. Assisting in drafting and implementing complaint procedures for
7 addressing complaints of discrimination by applicants and employees, to ensure
8 that Defendant fully complies with Title VII, the ADA, and all requirements set
9 forth in this Decree;

10 c. Ensuring all officers and employees, including managers, supervisors,
11 human resources officers, and recruiters are trained on their rights and
12 responsibilities under Title VII, the ADA, Defendant's anti-discrimination policies
13 and procedures, and this Decree, including the responsibility to provide a
14 workplace free of discrimination, reject discriminatory client requests, and to
15 report and/or promptly respond to all allegations or complaints;

16 d. Reviewing Defendant's centralized tracking system or Complaint Log
17 to track and provide feedback on Defendant's: practices for documenting
18 complaints; document retention; investigation and resolution; and the remedial
19 action and disciplinary action taken in response to complaints;

20 e. Reviewing and modifying Defendant's Recruitment Plan including,
21 but not limited to, reviewing Defendant's job descriptions and job postings, to
22 ensure Defendant attracts candidates who are non-Hispanic, women, and disabled
23 individuals;

24 f. Monitoring Defendant's TempWorks data (or any other system
25 adopted during the term of the Decree), payroll data, Applicant Flow Data and Log
26 , and its progress toward achieving its Hiring Goals to ensure Defendant does not
27 discriminate in recruitment and referral on the bases of race, national origin, or sex;

28 g. Ensuring that Defendant complies with all deadlines, and timely

1 submits all reports required by this Decree;

2 h. Preparing semi-annual reports and an exit report to the EEOC
3 regarding Defendant's progress and compliance under this Decree;

- 4 i. Ensuring distribution of documents as required by this Decree; and
5 j. Otherwise ensuring Defendant's compliance with this Decree.

6 43. When Defendant resumes operations and within thirty (30) days after the
7 selection of the Monitor, Defendant shall ensure that the EEOC have access to all
8 records, documents, and data which the Monitor deems necessary or appropriate to
9 perform the duties required by the Consent Decree, including: (1) TempWorks (or
10 any new applicant and workforce data management system Defendant utilizes)
11 data; (2) Payroll data maintained by Defendant for all current employees; (3)
12 Defendant's Outlook database files as maintained by Defendant related to
13 communications with clients regarding individuals who applied; and (4) each
14 client's request for the number of hours of temporary work by pay period, the
15 number of hours of temporary work Defendant actually assigned to each client's
16 request by pay period, the number of hours Defendant's temporary worker(s)
17 actually worked related to each client's request by pay period, the hourly rate and
18 hours billed for each temporary worker of Defendant. The Monitor may also
19 inspect Defendant's premises and records, and interview with Defendant's officers,
20 agents, applicants, employees, including recruiters, contractors, and staffing
21 agencies. The Monitor may directly contact Defendant's applicants or employees,
22 including to obtain information about their hiring and placements.

23 44. The Defendant or the Monitor will provide the EEOC with a report every six
24 (6) months after appointment, describing their affirmative efforts and findings,
25 including specific steps taken to review and analyze Defendant's TempWorks (or
26 any new applicant and workforce data management system Defendant utilizes)
27 data, payroll data, work placement records, and/or Outlook database files to review
28 whether non-Hispanic workers, men or women, and workers with disabilities,

1 perceived disabilities and/or record of disability were disadvantaged with regard to
2 recruitment and referral. The reports will also include the Monitor's findings as to:
3 (1) whether there were disparities that occurred during the reporting period based
4 upon the Monitor's investigations; and (2) whether Defendant complied with its
5 obligations under this Consent Decree.

6 45. If the EEOC or the Monitor determines that there is any disparity in the
7 manner that Defendant hired and/or placed employees that disfavored applicants
8 based on race, national origin, disability, and/or sex, or that Defendant has not
9 complied with its obligations under this Consent Decree, the EEOC may review
10 the relevant documents, reports, and information that the Monitor used to identify
11 any such disparity. The EEOC may communicate with the Monitor as needed to
12 discuss the Monitor's reports or findings or obtain clarification.

13 **C. Website Statement of Equal Opportunity**

14 46. When Defendant resumes operations, within thirty (30) days thereafter,
15 Defendant will include the following language in bold on its website confirming
16 that Defendant is an equal opportunity employer, specifically stating that
17 Defendant will not discriminate based on race, national origin, sex, or disability,
18 and indicating how to lodge a complaint. The font size of this language will be
19 equal to or greater than the font size of all other language, other than headers and
20 logos:

21 **[Entity Name] is an Equal Opportunity Employer. We**
22 **do not discriminate on the basis of race, national**
23 **origin, color, religion, sex, pregnancy, age or disability**
24 **or any other status protected by law. If you believe you**
25 **were subjected to discrimination, you should contact**
26 **_____ at _____ to make a complaint.**

27 47. Defendant will certify in writing to the EEOC that it has posted this
28 language to its website.

1 **D. Posting and Distribution of Notices**

2 48. When Defendant resumes operations and within thirty (30) days of the
3 selection of the Monitor, and for the seven-year (7) duration of the Consent
4 Decree, Defendant will conspicuously post and maintain a Notice of Lawsuit and
5 Resolution which will be provided by the EEOC, at each of its branch offices
6 nationwide, in all prominent places where employee notices are posted, including
7 any reception or waiting area visually accessible to applicants and employees of
8 Defendant. Within seven (7) days of posting, Defendant will certify to the EEOC
9 in writing that it has posted a copy of the Notice of Lawsuit and Resolution.

10 49. When Defendant resumes operations and within thirty (30) days of selection
11 of the Monitor, Defendant will begin providing to all new applicants the Statement
12 to Applicants to be approved by the EEOC at the time of their application. The
13 Statement affirms Defendant's commitment to equal employment opportunity and
14 advises applicants that they may contact the if they believe that they were not
15 referred for assignment because of their race, national origin, sex, or disability.
16 Within ten (10) days of beginning to provide all new applicants during an
17 interview the Statement to Applicants, Defendant will certify in writing to the
18 EEOC that it is in compliance with this term. Annually thereafter, Defendant will
19 certify to the Monitor that it has provided the Statement to Applicants during
20 interviews.

21 50. When Defendant resumes operations and within fourteen (14) days
22 thereafter, Defendant will issue a Letter to Clients signed by the President and
23 CEO or Defendant's designated representative and approved by the EEOC to all
24 current clients describing the obligations of Defendant and its clients under federal
25 anti-discrimination laws and emphasizing Defendants' commitment to abide by
26 such laws. Within twenty-one (21) days from the selection of the Monitor, or when
27 Defendant resumes operations, Defendant must certify to the EEOC that it has
28 given the Letter to Clients to all its clients. Annually thereafter, Defendant shall

1 certify to the Monitor that it has provided the Letter to Clients to all its existing
2 clients.

3 51. Defendant will provide a copy of the Letter to Clients to all new clients
4 within seven (7) days of engagement.

5 **E. Relationship with Clients**

6 52. Defendant will provide to all temporary workers a copy of the Defendant's
7 anti-discrimination policies and procedures along with the client's anti-
8 discrimination policies and procedures so that Defendant can ensure the temporary
9 workers receive them no more than five (5) days after their initial assignment.

10 53. Defendant will work with the Monitor to develop or evaluate protocols to
11 ensure that there are proper mechanisms for handling complaints raised by workers
12 placed at Defendants' clients' job locations to ensure that complaints by temporary
13 workers are communicated to Defendant and its clients.

14 54. Defendant will instruct its clients to notify Defendant within three (3) days
15 of any complaint made by an applicant or employee regarding discrimination on
16 the bases of race, national origin, sex, or disability.

17 55. Defendant will provide its clients copies of its Recruitment Plan.

18 **F. Anti-Discrimination Policies and Procedures**

19 56. When Defendant resumes operations and within ninety (90) days of the
20 selection of the Monitor, Defendant shall, with the assistance of the Monitor, create
21 or revise its written recruitment and hiring policies to ensure they prohibit
22 discrimination based on race, national origin, sex, and disability in the workplace.

23 57. Defendant's policies shall include, at a minimum:

24 a. A strong and clear commitment to a workplace free from
25 discrimination, harassment, and retaliation;

26 b. A clear explanation of prohibited conduct under the Policy, including
27 an explanation about how to identify and handle discriminatory requests by clients;

28 c. Clear instructions to all applicants and employees about how to make

1 a complaint of discrimination, including identifying the person(s) to whom a
2 complaint can be made;

3 d. A description of Defendant's procedure for responding to complaints
4 of discrimination, consistent with the requirements herein;

5 e. Assurance that applicants and/or employees who make complaints of
6 discrimination or provide information related to such complaints will be protected
7 against retaliation;

8 f. A requirement that all managers and supervisors escalate all verbal
9 and written complaints of discrimination they receive to the Monitor within three
10 (3) days of receiving such a complaint;

11 g. A requirement that all employees, including recruiters, supervisors,
12 and managers, notify the Monitor within three (3) days of any and all
13 discriminatory requests by any BaronHR client that would deprive an applicant or
14 employee of any employment opportunity;

15 h. A description of the possible consequences, up to and including
16 termination, that will be imposed for violation of the anti-discrimination policy by
17 any BaronHR employee, including managers and supervisors;

18 i. Assurance that BaronHR disciplinary policies hold all employees,
19 including owners, managers, and supervisors, accountable for engaging in
20 prohibited conduct such as complying with discriminatory requests by clients
21 and/or failing to take appropriate action as required by its policies and procedures.

22 58. Within ninety (90) days of the selection of the Monitor, or when Defendant
23 resumes operations, Defendant shall distribute this revised Policy to all applicants
24 and employees in English and Spanish. Thereafter, Defendant shall distribute the
25 revised Policy within five (5) days of the hire date of any new employee(s),
26 including direct and temporary employees.

27 **G. Centralized Tracking and Investigation of Complaints**

28 59. When Defendant resumes operations and within sixty days (60) days of the

selection of the Monitor, Defendant will establish an independent hotline where employees, applicants, and witnesses may make any allegations of discrimination, harassment, and retaliation. Defendant shall notify all employees and applicants via notice posting, notify all clients via the letter described herein, and include on every job posting a statement that anyone can direct complaints of discrimination directly to the hotline, and provide the dedicated e-mail address and phone number for the hotline.

60. When Defendant resumes operations and within sixty (60) days of the selection of the Monitor, Defendant will work with the Monitor to create and maintain a procedure for the centralized tracking of applicant and employee complaints based on race, national origin, sex, and disability. These tracking records shall include the following information:

- a. The name(s) and contact information of the individual(s) alleging discrimination;
- b. The date and nature of the complaint;
- c. A description of the alleged discriminatory events and the dates the events took place;
- d. Whether Defendant referred the individual alleging discrimination to a temporary assignment, and if yes, identification of the client where s/he was referred;
- e. The names of the alleged perpetrators of discrimination, including whether the alleged perpetrator has been the subject of any previous complaints of discrimination or retaliation;
- f. The identity of the supervisor, manager, recruiter, or human resources personnel who investigated and/or made a determination regarding the complaint;
- g. A description of what the supervisor, manager or human resources personnel did when s/he conducted an investigation into the complaint;
- h. The results of Defendant's investigation and subsequent determination

1 regarding the complaint; and

2 i. Description and dates of any remedial action taken, if any, in response
3 to the complaint.

4 61. Defendant will notify the Monitor of any complaint (formal or
5 informal, written or oral, internal or external) of discrimination based on race,
6 national origin, disability, or sex from any employee or applicant within three (3)
7 days of receipt, and provide the name, home address, telephone number, and e-
8 mail address of the complainant; the name of the alleged discriminator; the name,
9 home address, telephone number, e-mail address of any witnesses; and a summary
10 of the complaint. Defendant must provide any additional information or
11 documentation within its custody, possession, or control requested by the Monitor.

12 62. The Monitor will provide the EEOC with a report every six (6)
13 months after being appointed: (1) detailing all complaints of discrimination based
14 on race, national origin, sex, or disability received during the period and the
15 particulars of the complaint; and (2) describing all steps taken to investigate each
16 complaint. The written report will also include a copy of any findings or
17 resolutions reached concerning any investigation concluded during the reporting
18 period, including any corrective action recommended by the Monitor and any
19 corrective action taken by Defendant.

20 **H. Reasonable Accommodation Log**

21 63. When Defendant resumes operations and within sixty (60) days of the
22 selection of the Monitor, Defendant with the Monitor shall create and maintain a
23 procedure for the centralized tracking of applicant and employee requests for
24 reasonable accommodation for a disability. The log shall include:

- 25 a. The name(s) and contact information of the individual(s) requesting a
26 reasonable accommodation;
- 27 b. The date and nature of the accommodation sought;
- 28 c. A description of the individual's limitations;

- 1 d. Whether the individual is an applicant seeking a temporary
- 2 assignment;
- 3 e. All steps taken by Defendant to engage in the interactive process;
- 4 f. The identity of the supervisor, manager, recruiter, or human resources
- 5 personnel who participated in the interactive process;
- 6 g. A description of all alternative accommodations explored;
- 7 h. The results of Defendant's interactive process; and,
- 8 i. If the individual was an applicant, whether the applicant was placed in
- 9 a temporary work assignment.

10 64. The Monitor will provide the EEOC with a report every six (6) months after
11 being appointed: (1) detailing all requests for reasonable accommodation; (2)
12 describing all steps taken to engage in the interactive process with regard to each
13 request, including the exploration of alternative accommodations; and (3)
14 describing the resolution of the process. The written report will also set forth
15 improvements or recommendations by the Monitor as to its reasonable
16 accommodation procedure.

17 **I. Training**

18 65. When Defendant resumes operations and within sixty (60) days of the
19 selection of the Monitor, and every six (6) months thereafter, Defendant shall
20 provide training to all non-managing employees, including direct and temporary
21 employees. The training shall be conducted in English and Spanish and shall cover
22 federal laws regarding Defendant's revised Policies and complaint process, and
23 prohibited employment discrimination on the basis of race, national origin, sex,
24 and disability. All persons required to attend such training shall verify their
25 attendance in writing. The training shall be no less than one (1) hour long.

26 66. Within sixty (60) days of the selection of the Monitor, or when Defendant
27 resumes operations, and annually thereafter, Defendant shall provide training to its
28 human resources, hiring officials, managers, and supervisors. All persons required

1 to attend such training shall verify their attendance in writing.

2 a. The training shall be conducted by an outside trainer paid for by
3 Defendant, with established experience conducting anti-discrimination and anti-
4 retaliation training and workplace investigations.

5 b. The Monitor may serve as the trainer. If Defendant does not select the
6 Monitor as the trainer, it must submit all training materials and identification of the
7 trainer to the Monitor for review and comment no later than thirty (30) days prior
8 to holding the first training session.

9 c. The training will, at a minimum: explain the rights of applicants and
10 employees under federal anti-discrimination laws; explain proper recruitment and
11 referral practices that are consistent with Title VII and the ADA; describe or
12 portray real-world examples of unlawful conduct, specifically as it relates to
13 interviewing, screening, and hiring and placement of workers; encourage bystander
14 reporting; review BaronHR's anti-discrimination policies developed pursuant to
15 this Decree ; and describe BaronHR's record-retention policy.

16 d. The training shall be no less than two (2) hours in length.

17 67. Defendant's trainings shall be conducted in-person and be interactive, with
18 real-world scenarios, opportunities for question and answer sessions, and a post-
19 training quiz to test participants' comprehension and retention.

20 68. Defendant shall produce to the Monitor documents verifying the occurrence
21 of all training sessions conducted as required under this Decree. This includes the
22 written training materials used, a description of the training provided, a list of the
23 individuals who conducted the training, and a list of the names and job titles of
24 attendees at each training session.

25 **J. Recruitment**

26 69. If the Defendant resumes operations, Defendant shall create and implement a
27 Recruitment Plan, in consultation with the Monitor, to increase the pool of non-
28 Hispanic, female, and disabled applicants for consideration into all of Defendant's

1 job openings. The recruitment plan shall include:

2 a. Providing written notice of all job openings;

3 b. Ensuring that all job postings and communications to Defendant's
4 staffing agencies emphasize all positions are open regardless of race, national
5 origin, sex, and disability;

6 c. Ensuring that all job postings have no indication of Spanish language
7 requirement, unless justified by actual business necessity; i.e., Spanish is not
8 required for low skill or entry level positions; and

9 d. Job postings reach a diverse applicant pool by posting on at minimum
10 one site of broad-usage, including, but not limited to, Indeed, Ziprecruiter,
11 Facebook, Monster, and Craigslist.

12 70. If and when Defendant resumes operations, Defendant shall provide the
13 Monitor with a report every six (6) months regarding its Recruitment Plan. The
14 Recruitment Plan report shall specifically provide:

15 a. A detailed description of each program/process which Defendant
16 implemented to recruit individuals who are non-Hispanic, women, and disabled
17 individuals as detailed herein;

18 b. The date that each program/process was implemented;

19 c. The name(s) and job title(s) of those employees responsible for
20 implementing each program/process;

21 d. Copies of all documents reflecting proof of the recruitment being
22 undertaken; and

23 e. Identify mechanisms for holding employees involved in the
24 recruitment process accountable for implementing the Recruitment Plan.

25 **K. Applicant Flow Data and Log**

26 71. If and when Defendant resumes operations, Defendant shall maintain all job
27 applications (including all documents submitted by the applicants in connection
28 with the application process) and applicant flow data for the entire duration of this

1 Decree and as required under federal law. To the extent Defendant uses
2 TempWorks or another external online service and/or third party for applicants to
3 apply for positions with Defendant, Defendant must ensure that it maintains
4 applications and documents produced by the applicants during the Decree.
5 Defendant shall also maintain all documents related to those applicants they
6 considered for referral, hire and ultimately hired, including notes related to the
7 selection process. Defendant shall produce the Applicant Flow Data and Applicant
8 Flow Log as described below to the Monitor semi-annually.

9 72. If and when Defendant resumes operations, Defendant shall create and
10 maintain an Applicant Flow Log for each job opening during the Decree.
11 Defendant shall submit the Applicant Flow Log in excel or electronically with
12 links to the relevant attachments to the Monitor on a semi-annual basis for review.
13 The Applicant Flow Log and attachments shall include the following information
14 for each job opening:

- 15 a. Date of the opening;
- 16 b. Job title and description;
- 17 c. Where all advertisements were placed in connection with recruiting
for the position, as well as a link to copies of the job announcement;
- 18 d. Identities of the clients Defendant worked with, and positions it filled;
- 19 e. Number of applications and inquiries received;
- 20 f. Name, contact information, race, national origin, and sex of the
applicants;
- 21 g. Any documentation submitted by the applicants in connection with
the application process;
- 22 h. Whether the applicant requested a reasonable accommodation;
- 23 i. The names and job titles of any individuals involved in the interactive
process;
- 24 j. If the applicant requested a reasonable accommodation, whether it

1 was granted;

2 k. If the applicant requested a reasonable accommodation, whether the
3 applicant was selected;

4 l. The names and job titles of any individuals involved in the
5 recruitment and hiring process;

6 m. Whether and when the applicant was interviewed;

7 n. Any records or documents pertaining to the selection process,
8 including, but not limited to, interview notes;

9 o. Name, race, national origin, and sex of the selected applicant; and

10 p. If the applicant was not selected, the reason for the denial, if any;

11 q. Any complaints made by applicants regarding discrimination during
12 the recruitment and hiring process;

13 r. If the applicant was selected, where they were assigned; and

14 s. If the applicant was selected, the duration of their assignment.

15 **L. Hiring/Referral Goals**

16 73. If and when Defendant resumes operations, each year, during the pendency
17 of the Decree, Defendant shall use Best Efforts to obtain workers such that a
18 percentage of non-Hispanic, disabled, and female workers referred for assignment
19 equals a certain percentage of all workers referred for assignment to promote equal
20 employment opportunity. The percentages for non-Hispanic, disabled, and female
21 workers will be determined by the EEOC when Defendant resumes operations. If
22 Defendant fails to meet this annual hiring/referral goal, Defendant shall explain the
23 basis for the deficiency and work with the Monitor on additional steps to achieve
24 compliance. The EEOC and the Monitor shall review Defendant's good faith
25 compliance with its obligations under this Section of the Decree.

26 **M. Record-Keeping**

27 74. If and when Defendant resumes operations and for the duration of the
28 Decree thereafter, Defendant shall establish a record-keeping procedure that

1 provides for the maintenance of all records necessary to demonstrate its
2 compliance with this Decree, including but not limited to the documents
3 specifically identified below, and to verify that the reports submitted are accurate.
4 Defendant shall maintain and provide the following documents and log to the
5 Monitor on an annual basis following the Effective Date of this Decree:

6 a. All forms acknowledging applicants' receipt of the Notice to
7 Applicants and employees' receipt of Defendants' Anti-Discrimination Policies
8 and Procedures

9 b. Documents reflecting the provision of training and materials, and
10 names and positions of all attendees for each session;

11 c. Documents related to any employment discrimination complaint, the
12 ensuing investigation, and any resolution of such complaint, as required for the
13 centralized complaint and accomodation tracking system;

14 d. All documents pertaining to open positions, recruitment, and hiring,
15 including but not limited to postings, advertisements, applications, resumes,
16 interview notes, interview questions, written assessments created by each person
17 involved in the selection process, and any other documents pertaining to the
18 applicant flow log;

19 e. All documents related to Defendants' Recruitment Plan and its good
20 faith efforts to meet the hiring goals.

21 **N. Reporting**

22 75. The Monitor will provide semi-annual reports to the EEOC throughout the
23 duration of the Decree starting six (6) months from the Effective Date, or when
24 Defendant resumes operations. These reports shall provide:

25 a. A statement confirming that Defendant has posted the Website
26 Statement of Equal Opportunity and the Notice of Lawsuit and Resolution, and has
27 consistently provided the Notice to Applicants and Letter to Clients to applicants
28 and clients during the reporting period;

1 b. A statement confirming that Defendant maintains anti-discrimination
2 policies and procedures, and distributes them to employees as required by this
3 Decree;

4 c. A statement confirming that Defendant tracks discrimination
5 complaints and investigations, and that Defendant has established a toll-free
6 hotline for applicants and employees to submit complaints, as required by this
7 Decree;

8 d. Descriptions of complaints received during the reporting period
9 regarding discrimination based on race, national origin, sex, or disability in
10 recruitment and/or referral, and feedback about Defendant's investigations and
11 resolutions;

12 e. A statement confirming Defendant's compliance with the anti-
13 discrimination training required by this Decree;

14 f. A copy of Defendant's Recruitment Plan, documents related to and
15 implementation of the Recruitment Plan, and the Monitor's feedback on
16 Defendant's Recruitment Plan;

17 g. The Applicant Flow Log and Accommodation Log containing the
18 information as set forth in this Decree and the Applicant Data as set forth above
19 within the last six (6) months, including quantification and description of any
20 disparities in referral the Monitor identifies based on race, national origin,
21 disability, or sex;

22 h. Documents and reporting on Defendant's efforts to reach the
23 hiring/referral goals , including job postings, applications, and documents related
24 to the referral/hired and selection of referral/hired workers. Monitor will review
25 and report on whether Defendant has complied with and engaged in good faith
26 efforts to reach the hiring/referral goals. If the Defendant fails to meet the
27 hiring/referral goals, the Monitor shall assess and report on what additional steps
28 are needed to achieve compliance.

i. Any underlying documents to support compliance under this Decree.

76. If and when Defendant resumes operations and implements the Decree, the Monitor shall provide an exit report to the EEOC at least one hundred eighty (180) days prior to the expiration of the Decree covering all the EEO Monitor's responsibilities and providing feedback regarding Defendant's compliance with this Decree. The Monitor shall make recommendations, where appropriate, for extension of the term of the Decree.

XII. COSTS AND ATTORNEY'S FEES

77. Each Party shall bear its own costs of suit and attorneys' fees. Defendant shall bear all costs associated with its administration and implementation of its obligations under this Decree.

XIII. MISCELLANEOUS PROVISIONS

78. During the term of this Decree, Defendant shall provide any potential purchaser of its business, or a purchaser or transferee of all or a portion of Defendant's assets, and to any other potential successor, notice about the EEOC's lawsuit, the allegations raised in the Complaint, and the existence and contents of this Decree. Defendant will provide any potential successor with a copy of this Decree within a reasonable time of not less than thirty (30) days prior to the execution of any agreement for acquisition or assumption of control of Defendant's facilities, or any other material change in corporate structure that would affect Defendant's operations.

79. Defendant will provide written notice to the EEOC within ten (10) days before any transfer, sale, merger, or consolidation of all or a portion of Defendant's assets, or other action providing for a third party to assume control or management over the operation of Defendant's business in whole or in part. At EEOC's request, Defendant shall provide within ten (10) days all supporting documents.

80. During the term of this Decree, Defendant and its successors shall ensure that each of its directors, officers, human resource personnel, managers,

1 supervisors, and team managers are aware of any term(s) of this Decree which may
2 be related to his/her job duties.

3 81. Unless otherwise stated, all notices, reports and correspondence required
4 under this Decree shall be delivered to the attention of the Regional Attorney,
5 Anna Y. Park, U.S. Equal Employment Opportunity Commission, Los Angeles
6 District Office, 255 E. Temple St., 4th Fl., Los Angeles, CA 90012.

7 82. Defendant shall produce any documents related to this Decree to the EEOC
8 within sixty (60) days of a written request by the EEOC for such records.

9 83. The Parties agree to entry of this Decree and judgment subject to final
10 approval by the Court.

11 84. The EEOC may be required to report the fact of this settlement to the IRS
12 under Section 162(f) and 6050X of the Internal Revenue Code which allow for
13 certain payments by employers to be deducted from the employer's taxes. If the
14 EEOC is required to do so, the EEOC will provide the employer with a copy of the
15 1098-F form that it will provide to the Internal Revenue Service (IRS).

16 85. Within ten (10) business days of the Effective Date, Defendant agrees to
17 provide the EEOC 1) the Defendant's EIN and 2) the individual and physical
18 address to whom the EEOC should mail the copy of the Form 1098-F, if the EEOC
19 is required to issue one. This identified individual must be an employee of
20 Defendant.

21 86. The EEOC has made no representations regarding whether the amount paid
22 pursuant to this settlement qualifies for the deduction under the Internal Revenue
23 Code. The provision of the Form 1098-F by the EEOC does not mean that the
24 requirements to claim a deduction under the Internal Revenue Code have been met.

25 87. Any decision about a deduction pursuant to the Internal Revenue Code will
26 be made solely by the IRS with no input from the EEOC. The parties are not acting
27 in reliance on any representations made by the EEOC regarding whether the
28 amounts paid pursuant to this agreement qualify for a deduction under the Internal

1 Revenue Code.

2 **XIV. COUNTERPARTS AND SIGNATURES**

3 88. Each signatory to this Decree certifies that each is fully authorized to
4 execute this Decree and to bind the parties on whose behalf each signs.

5 89. This Decree may be signed in counterparts. A facsimile signature shall have
6 the same force and effect of an original signature or copy thereof. All parties,
7 through the undersigned, respectfully apply for and consent to the entry of this
8 Decree as an Order of this Court.

9
10 Respectfully submitted,

11 U.S. EQUAL EMPLOYMENT
12 OPPORTUNITY COMMISSION

13
14
15 Date: 04/05/2024

By: */s/ Anna Y. Park*
Anna Y. Park
Attorney for Plaintiff, EEOC

16
17
18 BARONHR

19
20
21
22 Date: 4.5.24

23 By: */s/ Luis Perez*
Luis Perez
CEO and/or Owner, Member and/or
Managing Member,
and/or Manager of the following entities:
BaronHR, LLC; BaronHR Group, LLC
(Member or Manager);
BaronHR, Inc.; BaronHR East, Inc.;

1 BaronHR Healthcare LLC; Fortress
2 Worldwide Holdings;
3 BaronHR Hospitality LLC; BaronHR
4 Security, Inc.;
5 BaronHR Security, LLC; BaronHR
6 Technical, LLC;
7 BaronHR West, Inc.; BaronTransport, LLC;
Hunter Staffing, Inc.;
Legendary Staffing, Inc.; and Titan
Personnel, Inc.

8

9

10 Agree as to form.

11 Date: 04/05/2024

12 EEOC

13

14 /s/ Nakkisa Akhavan

15 Nakkisa Akhavan
16 Attorney for Plaintiff, EEOC

17

18

19 BARONHR, LLC

20

21 Date: 4/5/2024

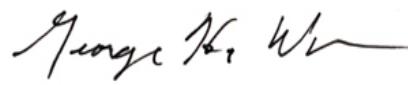
22 By: /s/ Michael Weinstein
23 Michael Weinstein
24 Attorney for Defendant, BaronHR, LLC

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ORDER

5
6 The provisions of the Consent Decree have been entered into in good faith
7 and are fair, reasonable, and adequate. The Consent Decree is hereby approved
8 and compliance with all provisions thereof is HEREBY ORDERED. The Court
9 hereby retains jurisdiction over this Consent Decree until its termination.

10 IT IS SO ORDERED.
11
12

Dated: April 8, 2024


HON. GEORGE H. WU,
United States District Judge